

BILL NO. S-72-09- 06

SPECIAL ORDINANCE NO. S- *Withdrawn*

AN ORDINANCE approving a contract with
JOHN DEHNER, INC. for improvement of
Ley Road.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. The contract approved September 6, 1972,
between the City of Fort Wayne, by and through its Board of Public
Works, and JOHN DEHNER, INC., for:

Street Res. No. 5621-1972, improvement of Ley Road from
the easterly pavement edge of State Road No. 3 to a point
approximately 2666 feet east thereof,
for a total cost of \$211,678.39, of which appoximately 72% shall
be paid by the City and the balance being assessed to the property
owners, all as more particularly set forth in said contract, which
is on file in the office of the Board of Public Works, and is by
reference incorporated herein and made a part hereof, be and the
same is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.

W. H. Miller, Jr.
Councilman

APPROVED AS TO FORM
AND LEGALITY.

Paul S. Allen
CITY ATTORNEY

Read the first time in full and on motion by Moses seconded by
Hinga and duly adopted, read the second time by title and
referred to the Committee on Public Works (and to the
City Plan Commission for recommendation) (and Public Hearing to be held after due legal
notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on
the _____ day of _____, 19____, at _____ o'clock
P.M., E.S.T.

Date: 9/12/72

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by _____
seconded by _____ and duly adopted, placed on its passage.
Passed (LOST) by the following vote:

AYES _____	NAYS _____	ABSTAINED _____	ABSENT _____ to-wit:
Burns _____	_____	_____	_____
Hinga _____	_____	_____	_____
Kraus _____	_____	_____	_____
Nuckols _____	_____	_____	_____
Moses _____	_____	_____	_____
Schmidt, D. _____	_____	_____	_____
Schmidt, V. _____	_____	_____	_____
Stier _____	_____	_____	_____
Talarico _____	_____	_____	_____

Date _____

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning
Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. _____
on the _____ day of _____, 19____.

ATTEST:

(SEAL)

CITY CLERK

John J. Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of
_____, 19____-at the hour of _____ o'clock _____ M., E.S.T.

CITY CLERK

Approved and signed by me this _____ day of _____, 19____
at the hour of _____ o'clock _____ m., E.S.T.

MAYOR

Withdrawal

Held

Bill No. S-72-09-06

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. for
improvement of Ley Road.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Withdrawn PASS.

Winfield C. Moses, Jr., Chairman

William T. Hinga, Vice-Chairman

Samuel J. Talarico

Eugene Kraus, Jr.

Donald J. Schmidt

Winfield C. Moses Jr.
William T. Hinga
Samuel J. Talarico

WITHDRAWAL OF SPECIAL ORDINANCE NO. S-72-09-06

On motion by Councilman Winfield Moses, Jr., BILL NO. S-72-09-06
seconded by Hinga,

AN ORDINANCE approving a contract with JOHN DEHNER, INC.
for improvement of Ley Road.

that this Ordinance No. S-72-09-06, is hereby withdrawn for no further
action by the Common Council of the City of Fort Wayne, Indiana, on Bill No.
S-72-09-06.

WITHDRAWN by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>to-wit</u>
<u>BURNS</u>	✓	—	—	—	—
<u>HINGA</u>	✓	—	—	—	—
<u>KRAUS</u>	✓	—	—	—	—
<u>NUCKOLS</u>	✓	—	—	—	—
<u>MOSES</u>	✓	—	—	—	—
<u>D. SCHMIDT</u>	✓	—	—	—	—
<u>V. SCHMIDT</u>	✓	—	—	—	—
<u>STIER</u>	✓	—	—	—	—
<u>TALARICO</u>	✓	—	—	—	—

DATE: 12-5-72

Charles W. Westerman
CITY CLERK

ATTEST: (SEAL)

John Nuckols
PRESIDING OFFICER

Charles W. Westerman
CITY CLERK

DATE 12-5-72 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

November 21, 1972

Mr. Winfield C. Moses, Chairman
Public Works Committee
Common Council
City of Fort Wayne

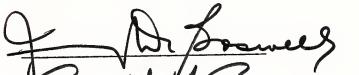
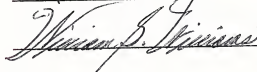
Dear Mr. Moses:

Please withdraw Ordinance S-72-09-06 concerning improvement of Ley Road, Board of Works Street Improvement Resolution #5621-1972. Contract was signed August 31, 1972. Because the contract was for concrete and Council felt that the additional expense over asphalt is not warranted and the contractor does not agree with changing his bid to asphalt, we are requesting that this ordinance be withdrawn.

The Board of Works will review and if it believes desirable will advertise for new bids and submit a new Ordinance at that time.

Sincerely,

BOARD OF PUBLIC WORKS


Ronald H. Brown


/ss



THE CITY OF FORT WAYNE

board of public works

58-289-13

September 7, 1972

Mr. David B. Keller
825 Anthony Wayne Bank Building
Fort Wayne, Indiana 46802

Dear Mr. Keller:

Please prepare an Ordinance to be introduced in the Common Council Tuesday, September 12, 1972 for the following:

CONTRACT with John Dehner, Inc. in the amount of \$211,678.39 for Street Improvement Resolution No. 5621-1972 to improve Ley Road from the easterly pavement edge of State Road No. 3 to a point approximately 2666 feet east thereof.

The City will pay 72% with property owners being assessed the balance.

Yours truly,

Jerry D. Boswell
Ronald L. Bonar
William G. Williams
BOARD OF PUBLIC WORKS

/ss

Enclosure (Copy of Contract)

CONTRACT

This Agreement, made and entered into this AUG 31 1972, 19

by and between JOHN DEHNER, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove by paving Ley Road from the easterly pavement edge of State Road No. 3 to a point approximately 25.6 feet east thereof.

B.B.

by grading and paving the roadway to a width of thirty one feet with

8" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5621-1972 and at the following price per lineal foot

at the following prices:

Street Pavement -8" Plain Concrete	Eight dollars and four cents, per square yard	\$ 8.04
Concrete Ditch Invert 4" Plain Concrete	Fifteen dollars and no cents, per square yard	15.00
Concrete Headwall Removal	Forty dollars and no cents, each	40.00
Pavement Removal	One dollar and eighty cents, per square yard	1.80
Excavation (Use suitable material for fill as directed)	One dollar and eighty three cents, per cubic yard	1.83
Trees to be Removed (6" to 12" diameter)	Fifty dollars and no cents, each	50.00
Trees to be Removed (13" to 18" diameter)	One hundred dollars and no cents, each	100.00
Fine Grading	Twenty cents, per square yard	0.20
Seeding	One dollar and twenty five cents, per pound	1.25
Fertilizer	Seventy cents, per pound	0.70
6" x 6" Integral Curb	Ninety cents, per lineal foot	0.90
No. 4 H.A.C. Base (6" Depth)	Two dollars and sixty eight cents, per square yard	2.68
State Mix Type "B" Top (2" Depth)	Ninety nine cents, per square yard	0.99
No. 53 Comp. Agg. (Driveways)	Four dollars and seventy cents, per ton	4.70
Regrading Ditches	Fifty cents, per lineal foot	0.50
Concrete Headwall @ Sta. 22 + 50 RT	Eighty five dollars and no cents, each	85.00
New Manholes Type IV 48"	Two hundred ten dollars and no cents, each	210.00
New Inlets to be Constructed (48")	Two hundred ninety five dollars and no cents, each	295.00
New Inlets to be Constructed (30")	One hundred eighty five dollars and no cents, each	185.00
Special Manholes Type II (60")	Nine hundred eighty dollars and no cents, each	980.00
Sewer Pipe 36"	Twenty four dollars and ninety five cents, per lineal foot	24.95

Line Grading	Twenty cents, per square yard	0.20
Seeding	One dollar and twenty five cents, per pound	1.25
Fertilizer	Seventy cents, per pound	0.70
6" x 6" Integral Curb	Ninety cents, per lineal foot	0.90
No. 4 H.A.C. Base (6" Depth)	Two dollars and sixty eight cents, per square yard	2.68
State Mix Type "B" Top (2" Depth)	Ninety nine cents, per square yard	0.99
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Regrading Ditches	Fifty cents, per lineal foot	0.50
Concrete Headwall @ Sta. 22 + 50 RT	Eighty five dollars and no cents, each	85.00
New Manholes Type IV 48"	Two hundred ten dollars and no cents, each	210.00
New Inlets to be Constructed (48")	Two hundred ninety five dollars and no cents, each	295.00
New Inlets to be Constructed (30")	One hundred eighty five dollars and no cents, each	185.00
Special Manholes Type II (60")	Nine hundred eighty dollars and no cents, each	980.00
Sewer Pipe 36"	Twenty four dollars and ninety five cents, per lineal foot	24.95
Sewer Pipe 30"	Fifteen dollars and sixty nine cents, per lineal foot	15.69
Sewer Pipe 24"	Thirteen dollars and ninety five cents, per lineal foot	13.95
Sewer Pipe 18"	Seven dollars and ninety three cents, per lineal foot	7.93
Sewer Pipe 15"	Seven dollars and nineteen cents, per lineal foot	7.19

(Continued)

Sewer Pipe 12"	Seven dollars and two cents, per lineal foot	7.02
C.M.P. 12"	Five dollars and eleven cents, per lineal foot	5.11
Backfill Gravel (Trenches and Structures)	Three dollars and forty cents, per cubic yard	3.40
Grouted Rip Rap in Place	Twelve dollars and no cents, per square yard	12.00
Special Structure @ Sta. 0 + 10 LT	Three thousand three hundred seventeen dollars and thirty seven cents, each	3,317.37
#73 Stone (Backfill Sewer Trenches Under Traveled Portion of Road)	Four dollars and no cents, per ton	4.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5621-1972 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 90 days after contract is approved by City Council and in all respects completed ~~on or before~~ ~~XXXXXXXXXXXX~~ 12 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this day of AUG 31 1972, 19

JOHN DEHNER, INC.
BY: John Dehner
ITS: VICE PRESIDENT
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Donald Z. Boyer

Don M. Ribbons
Its Board of Public Works and Mayor.

SEP - 6 1972

GUARANTY BOND

Know All Men by These Presents, That we -----

-----JOHN DEHNER, INC.----- Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND.-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED ELEVEN THOUSAND, SIX HUNDRED SEVENTY EIGHT DOLLARS AND THIRTY NINE CENTS-----

----- (\$ 211,678.39)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----JOHN DEHNER, INC.-----

did on the 31 day of August, 1972

-----, enter into a contract with the City of Fort Wayne to construct a
Street - 8" Plain Concrete Pavement

on Ley Road Street from the easterly pavement edge of
State Road No. 3 to a point approximately 2566 feet east thereof.

----- according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

JOHN DEHNER, INC.----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 31 day of August, 1972

YASTE, ZENT & RYE, INC.
Authorized Agents

JOHN DEHNER, INC. (SEAL)

BY: *Donald Dehner* (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: *Donald Dehner* (SEAL)

Attorney-in-fact

Approved this 6th day of September, 1972

Donald Dehner
Ronald L. Bonar

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

Donald H. Logan
CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we hereby certify that JOHN DEHNER, INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars. (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all ~~the conditions and stipulations therein contained~~, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 31 day of August, 1972

JOHN DEHNER, INC. (SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: Charles D. Brown PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: Charles D. Brown Attorney-in-fact (SEAL)

By Charles D. Brown

Approved this 6th day of September, 1972

Ronald L. Bonar

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

August 30, 1972

GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorney in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~to wit:~~
anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 19**70**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **Karl H. Doerre**
Vice-President.

(SEAL) (Signed) **J. E. Dallam**
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **24th** day of **April**, A. D. 19**70**, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19**70**....

(SEAL) (Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Set.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 19**70**

(SEAL) (Signed) **Robert H. Bouse**
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **William K. McCardell**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

August, 31, 1972



Assistant Secretary.

IN RE:

WAGE SCALE


CODE: S - SKILLED
SS - SEMI-SKILL
U - UNSKILLED

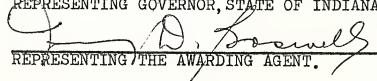
We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with All construction projects, maintenance projects, to be awarded by contract for the BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA. This scale valid for the months of APRIL, MAY, and JUNE, of 1972.

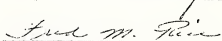
in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	8.50	25¢	15¢		
BOILERMAKER	S	7.95	40	50		1%
BRICKLAYER	S	7.91	20	20		1
CARPENTER	S	7.15		4%		4 2nd.fund.
CEMENT MASON	S	6.90	30			
ELECTRICIAN	S	7.00 7.70	18	1%		4
ELEVATOR CONSTRUCTOR	S	7.17	58¢ includes all.			
GLAZIER	S	6.85			15	18¢ holi. days
IRON WORKER	S	8.25	40	65		1
LABORER	S	4.35-5.10	18	25		7edcu. ern.
LATHER	S	6.46		25		
MILLWRIGHT & PILEDRIVER	S	7.50		4%		4 2nd.fund.
OPERATING ENGINEER	S	5.55-7.25	25	20		5
PAINTER	S	6.01-7.01	22	25		5
PLASTERER	S	6.51	30			
PLUMBER, STEAMFITTER, GASFITTER	S	8.00½	15	17½		7
MOSAIC & TERRAZZO GRINDER	S	5.35				
ROOFER	S	7.15		10		
SHEETMETAL WORKER	S	6.77	20	15		5nd.fund.
TEAMSTER	S	4.86-6.10½	per.wk. 10.00	per.wk. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 3 DAY OF April, 1972

 REPRESENTING GOVERNOR, STATE OF INDIANA


 REPRESENTING THE AWARDED AGENT.


 REPRESENTING STATE A.F.L. & C.I.O.

RECEIVED

APR 5 1972

CITY ENGINEERING DEPT:

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.



THE CITY OF FORT WAYNE

board of public works

September 12, 1972

TO: Common Council

SUBJECT: Street Improvement Resolution 5621 - Ley Road

Gentlemen:

This Board has awarded a contract to John Dehner, Inc., for the above captioned project in the amount of \$211,678.39 which represents the paving of Ley Road from State Road 3 to the Penn Central Railroad.

The contractor has requested authorization to immediately proceed with the construction to take advantage of the construction days remaining prior to inclement weather this fall and winter. It is felt the majority of the project could be accomplished this year if he would proceed immediately with construction.

In view of the above, it is deemed necessary to request prior approval for this project so the contractor may immediately begin.

Yours truly,

Dr. Jerry D. Boswell
Chairman, BOARD OF PUBLIC WORKS

JDB:rs

APPROVED:

_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMON COUNCIL

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	<i>P-72-09-06</i>
ORDINANCE NO.	<i>Withdrawn</i>
<input checked="" type="checkbox"/> REGULAR SESSION	
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Fuller</i>
BILL WRITTEN BY	
<input checked="" type="checkbox"/> DATE INTRODUCED	<i>9-12-72</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Public Works</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
PASS	
DO NOT PASS	
<input checked="" type="checkbox"/> WITHDRAWN	<i>12-5-72</i>
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/> COMMITTEE SHEET	<i>Withdrawal sheet</i>
<input checked="" type="checkbox"/> VOTE SHEET	<i>Vote sheet</i>
PURCHASE ORDERS	
BIDS	
ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM	
LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY	
<i>Pk. of Works - Contract COMMUNICATIONS - Contract FROM Ch. of Works</i>	
ZONING MAPS	
<i>Quaranty Road - large sheet</i>	
ABSTRACTS <i>Forward Attorney</i>	
<i>Ken. Ord. 4-60-66</i>	
TITLES	
PRIOR APPROVAL LETTER	

COUNCILMAN'S VOTE

	9		
	AYES	NAYS	ABSENT
BURNS	X		
HINGA	Y		
KRAUS	X		
MOSES	X		
NUCKOLS	X		
D. SCHMIDT	X		
V. SCHMIDT	X		
STIER	X		
TALARICO	X		

COMMENTS: